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## WAGE CLAIMS RELEASE AGREEMENT

This Wage Claims Release Agreement ("Wage Claims Release") is made and entered into by and between Plaintiff Teresa Shirk ("Shirk"), on the one hand, and Defendants Vista Springs Services LLC ("Vista Springs Services"), Terrie Gibler ("Gibler"), Cindy Jones ("Jones"), and Louis Andriotti ("Andriotti") (Vista Springs Services, Gibler, Jones, and Andriotti, collectively, "Vista Springs" or "Company"), on the other hand (Shirk and Vista Springs, collectively, "Parties"). Vista Springs enters into this Agreement for itself, and for the intended benefit of all of its past, present, and future directors, officers, owners, members, agents, employees, managers, supervisors, insurers, reinsurers, subsidiaries, divisions, sister corporations, joint ventures, predecessors, affiliates, partners, parents or parent corporations, holding corporations, representatives, successors, and assigns as well as any person or entity acting by, through, under, or in concert with any of the foregoing persons or entities ("Releasees").

1. Shirk initiated a lawsuit alleging, among other claims, claims for unpaid back wages, liquidated damages, interest, attorneys' fees, and expenses under the Fair Labor Standards Act ("FLSA"), O.R.C. 4111 et seq., and Section 34a of Article II of the Ohio Constitution. Shirk's lawsuit is currently pending in the United States District Court for the Northern District of Ohio, and is identified as Case No. 1:18-CV-00554 (the "Litigation").

2. The Parties agreed to settle the Litigation, including Shirk's claims under the FLSA, O.R.C. 4111 et seq., and Section 34a of Article II of the Ohio Constitution. The settlement was achieved following arms-length negotiations between the Parties which were facilitated by a private mediator, Jerome Weiss ("Weiss").

3. During the mediation with Weiss, the Parties settled the Litigation out of a desire to avoid the burden, expense, disruption, and uncertainty of continuing the



Litigation. Vista Springs has always denied and continues to deny any and all wrongdoing as to Shirk.

4. Per the terms of this Wage Claims Release, it is the desire of the Parties to resolve any differences they may have, and to settle any and all claims Shirk may have or may claim to have against Vista Springs and/or the Releasees related to unpaid compensation of any kind, liquidated damages, interest, attorneys' fees, and expenses.

5. In consideration of Shirk's agreement to be legally bound by the terms of this Wage Claims Release, Vista Springs agrees to pay Shirk the total gross sum of Three Thousand Dollars and No Cents (\$3,000.00) ("Payment"). The Payment will be made as wages and is therefore subject to ordinary payroll taxes and applicable withholdings. Vista Springs will make any appropriate payroll withholdings and issue to Shirk an IRS Form W-2 in connection with the Payment. Vista Springs will be separately responsible for the payment of its share of any applicable employer payroll taxes resulting from the Payment.

The Parties understand and agree that the Payment will be tendered in accordance with the Parties' separate Confidential Settlement Agreement and General Release of All Claims ("General Release Agreement"), which is related to the Parties' settlement of Shirk's other claims in the Litigation, provided that this Wage Claims Release receives approval from the Court. The Parties understand and agree that Vista Springs' obligation to tender the Payment to Shirk is conditioned on approval of this Wage Claims Release by the Court.

The Parties further understand and agree that the Payment represents the full satisfaction of any and all of Shirk's federal and state wage-and-hour claims against Vista



Springs and the Releasees, including, but not limited to, those which are raised, or could have been raised, in the Litigation, whether known or unknown, and any other claims whatsoever for damages, including, but not limited to, actual damages, compensatory damages, statutory damages, pain and suffering, mental anguish and emotional distress, exemplary/punitive damages, general damages, special damages, penalties, liquidated damages, interest, attorneys' fees, and costs.

Shirk acknowledges that she would not be entitled to the Payment if she does not sign this Wage Claims Release.

6. For and in consideration of the Payment, Shirk, for and on behalf of herself and her beneficiaries, executors, administrators, attorneys, successors, agents, and assigns, hereby agrees to release Vista Springs and the Releasees from any and all federal and state wage-and-hour claims, rights, demands, liabilities, and causes of action which were or could have been asserted in the Litigation, whether known or unknown. Shirk understands and agrees that this comprehensive release of federal and state wage-and-hour claims includes, but is not limited to, any and all claims for unpaid minimum wages, unpaid wages, unpaid overtime wages, liquidated damages, interest, attorneys' fees, and expenses under the FLSA, O.R.C. 4111 et seq., and Section 34a of Article II of the Ohio Constitution.

7. This Wage Claims Release and the General Release Agreement jointly constitute and contain the entire agreement and understanding by and among the Parties concerning the settlement of the entire Litigation, and supersede and void all prior negotiations, proposed agreements and understandings, if any, between the Parties concerning the settlement of the Litigation. There may be no modification to the terms of



this Wage Claims Release except in writing signed by the Parties that makes reference to this Paragraph of this Wage Claims Release.

IN WITNESS WHEREOF, the Parties have executed this Agreement,

Dated: July 10, 2018

**TERESA SHIRK**

By: Teresa Shirk

Dated: 7/12, 2018

**VISTA SPRINGS SERVICES LLC**

By: Lou Andriotti, Ph.D., NHA  
Its: CEO

Dated: 7/12, 2018

**LOU ANDRIOTTI, PH.D., NHA**

By: Lou Andriotti, Ph.D., NHA

Dated: 7/12/18, 2018

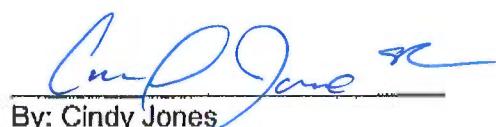
**TERRIE GIBLER**



By: Terrie Gibler

Dated: 7/12/18, 2018

**CINDY JONES**



By: Cindy Jones

